

AGREEMENT

Between

The Township of Franklin

And

THE FRANKLIN TOWNSHIP PUBLIC WORKS DEPARTMENT

January 1, 2016

To

December 31, 2018

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[Signature]

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## AGREEMENT

This agreement is made as of this 14 day of JUNE, 2016, between the TOWNSHIP OF FRANKLIN, and the FRANKLIN TOWNSHIP PUBLIC WORKS ASSOCIATION. It is mutually agreed as follows:

### **ARTICLE I – RECOGNITION**

Franklin Township (hereinafter "Employer") hereby recognizes the Franklin Township Public Works Association (hereinafter "Association") as the exclusive representative for all Department of Public Works Employees other than all managerial, executive or confidential employees, professional employees, police, craftsmen and supervisors within the meaning of the Public Employer-Employee Relations Act for purposes of collective negotiations with respect to wages, hours of work, and other terms and conditions of employment for all such Department of Public Work Employees employed by the Township.

The Association shall designate a Shop Steward who shall be responsible for the collective negotiations, grievance and arbitration issues, and adherence to general safety procedures. The day-to-day operation of the Public Works Department is the responsibility of the Certified Public Works Manager who shall not be a member of the Association.

### **ARTICLE II-GRIEVANCE AND ARBITRATION**

1. The purpose of the grievance procedure shall be to settle all grievances between the Employer and the employees covered by this Agreement at the lowest possible level, so as to assure efficiency and promote employee morale.
2. A grievance is hereby defined as any difference, which may arise between the Employer and the Association or between the Employer and any of its employees covered by this Agreement, concerning the interpretation, application or compliance with the provisions of this Agreement.
3. The procedure for settlement of grievances shall be as follows:
  - A. The aggrieved employee or employees shall present the grievance orally to the Certified Public Works Manager Head within fifteen (15) working days of the event that gave rise to the grievance. If the aggrieved employee fails to present the grievance within the time stated the employee shall have waived any and all rights to present a grievance.
  - B. If a satisfactory settlement of the grievance is not effected within three (3) working days of the presentation of the grievance by the employee, the Association shall have the right to present the grievance in writing as completed under step A within thirty (30) days of the facts or event giving rise to the grievance to the Township Committee and shall request, in writing, a meeting with the Township Committee or, at the discretion of the Township Committee, with the appropriate sub-committee of the Township Committee, for the purpose of reviewing the grievance. If the aggrieved employee fails to request a meeting as described within the time stated the employee shall have waived any and all rights to present a grievance. The Township Committee, or sub-committee as the case may be, shall furnish the Association with its written response to the grievance within ten (10) working days after receipt of notice of the grievance or the written request for a meeting concerning the grievance, whichever is later.
  - C. If a grievance has not been resolved to the satisfaction of the Association in step B hereof, the Association may, within five (5) working days following the receipt of the written response under step B hereof, refer the matter to the Public Employee Relations Committee (PERC) of the State of New Jersey for the selection of an arbitrator in such instances in

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which the relevant grievance relates to the interpretation and/or application of a specific provision of this agreement.

- i. In considering the grievance, the arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from, nor modify the provisions of this agreement, or to establish or change any wage rate. The arbitrator shall confine his decision solely to the application and/or interpretation of this agreement as it relates to the relevant grievance.
  - ii. A decision of the arbitrator shall be final and binding on both parties and shall be reduced to writing that shall set forth a specific finding of fact and conclusions of law.
  - iii. All fees and expenses or administrative charges for the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.
  - iv. The arbitrator shall hold the hearing at a time and place convenient to the parties.
  - v. In cases involving back pay, the arbitrator may award such back pay only to the date of the filing of the grievance.
- D. All of the time limits contained in this Article of the agreement may be extended by mutual agreement, the failure to observe the time limits herein for the presentation of a grievance or submission of said grievance shall constitute an automatic abandonment of said grievance, or right to arbitration and settlement of thereof. In the event the Employer fails to respond to the Association within the time limits set forth in the grievance procedure the Association shall have the right to automatically process the grievance to the next step.
- E. All grievances, whether asserted or otherwise, are deemed withdrawn or waived effective the date of the execution of this Agreement and the parties agree there are no grievances, actual or potential, as of the date of execution of this Agreement.

### ARTICLE III - NON-DISCRIMINATION

1. The Employer and the Association agree that there shall be no discrimination against any Public Works Employee as provided for under Federal or State law. The Association acknowledges on behalf of its of its members that they have received and reviewed the Notice required under the Conscientious Employee Protection Act and all other public employee notices regarding wages, health and safety.
2. The Employer and the Association agree that all Public Works Employees covered under this agreement have the right without fear of penalty or reprisal to form, join, and assist any employees, organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Association against any employee because of the employee's membership or activity or non-activity in the Association.

### ARTICLE IV - MANAGEMENT RIGHTS

The Employer hereby retains and reserves unto itself, without limitation, all powers rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by Laws and Constitutions of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be deemed by the Employer.

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2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time or any particular task or group of tasks.
3. The right of management to establish, maintain, modify and amend such reasonable rules and regulations as it may from time to time deem necessary and appropriate for the purposes of maintaining order, safety and/or the effective operation of the Association after advance notice thereof, to the employees.
4. To hire, promote, transfer, discipline or terminate all employees, subject to law.
5. To conduct semi-annual employee evaluations as follows:
  - a. All monitoring or observation of the work performance of a Public Works employee shall be conducted openly and with the full knowledge of the employee to improve the operations of the Public Works Department.
  - b. Evaluations shall only be conducted by the Certified Public Works Manager who shall prepare a written report reflecting such evaluation and supply copies of same to the Township Clerk and Committee.
  - c. An optional pre-evaluation meeting is permitted at any time prior to the writing of the evaluation or following any observation, if requested by the employee.
  - d. The employee shall be provided a copy of any and all observations or evaluation reports prepared by the evaluator at least one (1) week prior to a semi-annual review conference. The employee shall acknowledge receipt of the report on a separate form prepared for this purpose. If no conference is requested by the employee, the employee shall sign the observations and evaluation report within three (3) days after receipt of it and return it signed to the evaluator. If a conference is requested the observations and evaluation report shall be signed three (3) days after the conference and returned, signed to the evaluator. Such signature only indicates receipt of a copy of the report and there was a conference to discuss the report was held. The signature shall not be construed as agreement or disagreement with the contents of the report. Within ten (10) days following the conference, the employee has the right to submit his/her disclaimer of the observation or evaluation report, which shall be attached to all copies of the evaluation report.
  - e. The employee shall be supplied a copy of any and all observations and evaluations placed in the personnel file of the employee, and shall have the opportunity within ten (10) days to submit their disclaimer of the observation or evaluation.
  - f. The Association agrees that the content are subject to the grievance procedure contained in Article II.

#### ARTICLE V – HOLIDAYS

1. There will be thirteen (13) paid holidays: New Years' Day, Washington's Birthday, Martin Luther King's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day.
2. When a holiday falls on a Saturday or Sunday the employee may select either Friday or Monday, subject to the approval of the Certified Public Works Manager.

3. Each employee is allowed three (3) personal days per service year. Personal days shall not be accrued from year to year, but must be used on an annual basis or lost.

#### ARTICLE VI – VACATIONS

1. Vacation accrues based on the date service as defined by Article XXIV. Regardless of an employee's date of service, vacation may not be used within the first six (6) months of employment.
2. During the first year of service, vacation days accrue at the rate of one-half ( $\frac{1}{2}$ ) day per month. The accrual is credited to the employee on the last day of the month in which it is earned. At the end of an employee's first year of service (December 31), that employee would have accrued a total of six (6) vacation days.
3. Second and third service years, as defined by Article XXIV: The employee begins this year with one (1) vacation day and additional vacation days accrue at the rate of one-half ( $\frac{1}{2}$ ) day per month. Therefore, a total of 7 days will be earned in each year.
4. Fourth and fifth service years: The employee begins this year with two (2) vacation days and additional vacation days accrue at the rate of one (1) day per month. Therefore, a total of 14 days will be earned in each year.
5. Beginning in the sixth service year, the employee will still earn one vacation day per month and in addition the number of days the employee begins each service year will increase by one each year not to exceed thirty (30) days. Therefore, the sixth year the employee will start out with 3 days and earn an additional day each month for a total of 15 days. In his seventh year, the employee will start out with 4 days and earn an additional day each month for a total of 16 days. (See Appendix I, attached.).
6. Employees are entitled to access all of their vacation days for a particular year as of January 1 of that year. Employees who leave or are terminated prior to the end of a year will be required to reimburse the Employer for any vacation days that were used but had not been accrued yet. The reimbursement will be deducted from the employee's last paycheck.
7. Vacation shall be coordinated and approved by the Certified Public Works Manager. A maximum of 10 unused vacation days may be carried over in any year. The maximum number of days carried over from year to year will not be more than 10.
8. Vacation days must be used by March 31<sup>st</sup> of the succeeding year they were earned or they will be lost. Employees will not be paid for unused vacation days at the end of the year.

#### ARTICLE VII— SICK DAYS

1. Newly hired employees will earn one (1) sick day per month of completed service through the end of December 31<sup>st</sup> of their first year of service.
2. Beginning with the second year of service, all employees accrue one (1) sick day per month; however, they are entitled to use those twelve (12) paid sick days at any time during the year even if they have not been earned yet.
3. Employees who leave or are terminated prior to the end of a year will be required to reimburse the Employer for any sick days that were used but had not been accrued yet. By way of example, if any employee is terminated on March 30 and at that time had already used up 7 sick days. That

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employee would be required to reimburse the Employer for four of those days. The reimbursement will be deducted from the employee's last paycheck.

4. Paid sick days must be used by March 31<sup>st</sup> of the succeeding year they are earned or they will be lost. Sick days will not accumulate from year to year and shall not "roll over" to the following year past March 31<sup>st</sup>. Accumulated banked sick days for Frank Lorenz consist of 125 days. This number is frozen and will not increase. These days may be used as sick time or can be cashed out on the retirement of Frank Lorenz at the pay rate as of retirement.
5. All absences due to personal illness or disability shall be reported immediately to the Certified Public Works Manager. In all cases of reported illness or disabilities, the Employer reserves the right to send the employee for examination by the Employer's physician. When absence due to illness does not exceed three (3) working days, the employee's statement of the cause will be accepted without a supporting statement from an attending physician. A written statement by an attending physician must certify any absence due to illness or disability in excess of three (3) working days. Before returning to duty, the Employer reserves the right to require that the employee be examined by the Employer's physician. Additionally, the Employer reserves the right at its expense to request the employee to provide an attending physician's statement whenever the employee has utilized six (6) or more sick days in any thirty (30) day period or has utilized six (6) or more sick days which, in the discretion of the Employer, is considered an identifiable pattern.

#### ARTICLE VIII— FUNERAL DAYS

In the event of a death in the employee's immediate family or the death of a relative who resides with the employee, three (3) days leave of absence with pay and with an extension of up to two (2) additional paid days may be granted by the Administrator or a designee of the Township Committee. An employee's immediate family is defined as the employee's spouse, children, parents, brothers, sisters, mother-in-law, father-in-law, or any other blood relative of an employee residing in the employee's household at the time of death.

#### ARTICLE IX – SALARY

	Calendar Year 2016	Calendar Year 2017	Calendar Year 2018
Frank Lorenzi	\$ 34.37	\$ 35.06	\$ 35.76
Edward Busher	\$ 28.14	\$ 28.70	\$ 29.27
Dylan Desauliners	\$19.00	\$20.00	\$21.00

#### ARTICLE X - HOURS OF WORK

The Employer and Association agree that forty (40) hours per week, eight (8) hours per day, five consecutive days per week, Monday through Friday, shall constitute a regular "Work Week." Employees shall be paid at the regular straight time rates of pay herein provided. The normal hours of work shall be from 7:00 a.m. to 3:30 p.m. during which time the Employer shall allow a one half (1/2) hour unpaid lunch period each work day. This definition shall not be construed as a limitation of the number of hours of work which the Employer may require.

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The Employer agrees to the following "call in" guarantee:

- a. Minimum guarantee of two (2) hours of work or pay in lieu thereof at the applicable premium rate when employee is called in for work outside his regular scheduled Work Week Monday through Friday.
- b. Minimum guarantee of four (4) hours or pay in lieu thereof at the applicable premium rate when employee is called in for work on Saturday, Sunday or a holiday.
- c. "Call in" time starts when employee reports for work at the employer's premises or designated job site.
- d. The Employer agrees that at the end of each week there will be a published list of overtime.

#### **ARTICLE XI— OVERTIME/COMPENSATORY TIME**

1. The Association recognizes the employer's right to require a reasonable amount of overtime.
2. The schedule for working such overtime will be established by the Employer.
3. The Employer agrees that it will pay time and one half of the regular straight time hourly rate for all authorized time actually worked. Overtime shall be defined as work performed in excess of forty (40) hours of work (exclusive of any lunch break) in the Work Week.
4. Overtime pay on holidays and Sundays will be two (2) times the straight time hourly rate of pay.
5. No overtime shall be worked or paid for unless first requested by the employee and authorized in advance by the Certified Public Works Manager. The method of recording employee overtime will be as follows:
  - a. Overtime employee physically worked and pre-approved by the CPWM.
  - b. Overtime employee orally refused.
  - c. Overtime employee was too ill to work.
6. The Employer will maintain a current list of overtime actually worked together with overtime charges in accordance with the above paragraph.
7. When work requires extended hours, breaks will be in accordance with federal law and CDL requirements.
8. Employees who work overtime as result of a snow emergency or other natural disaster (i.e. wind or rain storm) may opt to receive compensatory time off in lieu of monetary compensation. Compensatory time shall be given at a rate of one and one-half (1 ½ ) times the hours worked Monday through Saturday and two (2) times the hours worked Sundays and holidays which would have been eligible for overtime pay. It is the hope of the Township Committee that this time be used by employees immediately after a storm event to catch up on sleep; however, employees are permitted to take their time when they so choose. Compensatory time must be taken at the discretion of the DPW Supervisor. Compensatory time must be used by March 31st of the succeeding year they are earned or they will be lost. Compensatory time will not accumulate from year to year and shall not "roll over" to the following year past March 31st.

#### **ARTICLE XII - LONGEVITY PAY**

Any employees hired after January 1, 2013 will not be entitled to longevity pay.

Employees hired prior to January 1, 2013, shall be entitled to longevity pay which shall be paid as a separate lump sum payment as of June 15<sup>th</sup> of each year. An employee's longevity pay is calculated by multiplying the employees years of completed service by \$100.00. Longevity pay is not added to the base hourly rate for overtime or calculation of the redemption value of sick pay. By way of example, an employee who was hired on October 1, 2013, will complete his first service year on December 31 of 2014. On June 15, 2015,



that employee would be entitled to \$100 in longevity pay because he had completed on service year as of that date.

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### **ARTICLE XIII - CLOTHING ALLOWANCE**

1. The Employer shall provide POSHA required safety equipment to each employee needed for performance of the individual job title.
2. The Employer will reimburse each member up to \$500 per year for work clothing actually purchased by the employee. Employees are to purchase work clothing at the Flemington Department Store. The Flemington Department Store shall bill the Township directly. If the Flemington Department Store changes its policy and refuses to bill the Township directly, then the employee shall submit proof of purchase to the Township and shall be reimbursed by the next billing cycle.
3. The Employer shall replace only damaged personal items that are needed for the proper performance of the employee's work provided that it is determined by the Certified Public Works Manager that said damage occurred while the employee was working.

### **ARTICLE XIV - HOSPITALIZATION-DENTAL**

The employer will provide members with coverage under Resolution 2011-33 starting at 2013 cost sharing contribution rates and remaining frozen at these rates for the duration of the contract. Should State law mandate changes that supersede these contribution rates, the mandated rates will be implemented.

### **ARTICLE XV - VEHICLES**

Township vehicles are defined as all vehicles owned by the Township of Franklin. Township vehicles are available to Township officials and employees for the purpose of conducting official Township business, including attendance at educational and training seminars, conferences, meetings, etc. No employee shall use a Township vehicle without prior training, qualification and approval of the Certified Public Works Manager.

### **ARTICLE XVI— JOB DESCRIPTION**

The Employer will prepare and make available Description Sheets defining the principal function of each job classification covered by this agreement and any new classification under this agreement.

### **ARTICLE XVII— LAYOFFS AND RECALL**

Whenever the Employer chooses to reduce the work force, the following procedure shall apply:

- a. Employees shall be laid off in the order of least total employment seniority, regardless of classification, provided the remaining employees are then qualified or can qualify within a three (3) month period to perform the work previously performed by the laid off employee.
- b. Notice of such layoffs will be given three (3) months before the scheduled layoff.
- c. A laid off employee shall have preference for re-employment for a period of six (6) months following termination.
- d. The Employer shall re-hire laid off employees in the order of greatest employment seniority, provided the employees are then qualified or can qualify to perform the work available within a three (3) month period. Under no circumstances whatsoever shall the Employer hire from the open labor market while an employee has an unexpired term of preference for re-

- employment who is ready, willing and able to be re-employed as provided under the provisions of this Article of the agreement.
- e. Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee.

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#### **ARTICLE XVIII— DISABILITY PAY**

The Employer agrees to join the Temporary Disability Benefits Plan as defined by the Temporary Disability Benefits Law, N.J.S.A. 43:21 -25 et seq.

#### **ARTICLE XIX - JURY DUTY**

An employee who is called for jury duty shall be paid for up to two (2) weeks of jury duty. If during the period of service the employee is excused from court the employee shall then report for work. All compensation paid to the employee by the Court for two (2) weeks of jury duty shall be deducted from the employee's pay to reimburse the Employer for time out of work.

#### **ARTICLE XX - SEVERABILITY**

If any provisions of this agreement shall conflict with any law, or for any reason be declared void, such provision shall be deemed severable and such severability shall have no effect on the remaining provisions of this agreement.

#### **ARTICLE XXI - FULLY BARGAINED PROVISION**

This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, whether or not within the knowledge or contemplation of either or both of the parties at the time the negotiators signed this agreement.

#### **ARTICLE XXII - TERM OF AGREEMENT**

This agreement shall be effective commencing as of January 1, 2016, and shall terminate on December 31, 2018.

#### **ARTICLE XXIII - PAST PRACTICE**

No action or inaction by the Employer during the term of the preceding Agreement shall constitute past practice.

#### **ARTICLE XXIV – DATE OF SERVICE DEFINED**

Regardless of an employee's date of hire or first day of work all employees will have a "date of service" date of January 1. Each employee's "date of service" will be defined as follows:

- Employees hired between January 1 and June 30<sup>th</sup> of any given year will have a "date of service" date of January 1 of that year.

- Employees hired between July 1 and December 31<sup>st</sup> of any given year will have a "date of service" date of January 1 of the next year.

"Year of service" shall be defined as a calendar year (January 1-December 31) beginning from employee's date of service. All references to an anniversary date and hire dates shall be defined as "date of service" unless the language specifically says states otherwise.

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**IN WITNESS WHEREOF**, this agreement is signed on

Attested:

Township of Franklin

Jean Bakelman

By: Susan Soloway  
Susan Soloway, Mayor

Attested:

Jean Bakelman

By: Catherine Innella  
Catherine Innella, Deputy Municipal Clerk

Witness:

Catherine Innella

Franklin Township Public Works Association

By: Frank Lorenzi  
Frank Lorenzi

Witness:

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APPENDIX I

<u>Service Year</u>	<u>Days at Start of Year</u>	<u>Rate of Accrual per month(in days)</u>	<u>Total Days</u>
1	0	½	6
2	1	½	7
3	1	½	7
4	2	1	14
5	2	1	14
6	3	1	15
7	4	1	16
8	5	1	17
9	6	1	18
10	7	1	19
11	8	1	20
12	9	1	21
13	10	1	22
14	11	1	23
15	12	1	24
16	13	1	25
17	14	1	26
18	15	1	27
19	16	1	28
20	17	1	29
21+	18	1	30